

Doc No. 4674
11/7/85

LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
COMMONWEALTH OF MASSACHUSETTS;
DIVISION OF EMPLOYMENT SECURITY

This Agreement is made as of the _____ day of November, 1985 by and between the Boston Redevelopment Authority, hereinafter called the Licensors, and Commonwealth of Massachusetts, Division of Employment Security hereinafter called the Licensee.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area contains approximately 1,512 square feet of office space located on the first floor of 2406 Washington Street, Roxbury and is to be solely used to carry out the duties and responsibilities of the Division of Employment Security.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated on thirty (30) days written notice by the Licensors. No obligation on the part of the Licensors direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be \$1,260.00 per month, payable in advance on the first day of each month, commencing November 1, 1985. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
5. The Licensee shall indemnify and save harmless the Licensors from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensors may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensors, the Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.
6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensors and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand

(\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.

7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee shall be solely responsible for all maintenance, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.
11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.
12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF EMPLOYMENT SECURITY

By: _____
Licensee

Approved as to form

DIVISION OF CAPITAL PLANNING

By: _____
Tunney Lee, Deputy Commissioner

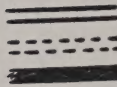
SPECIAL CONDITIONS

1. Licensee will pay all charges for Internal Security, telephone, permits, fees and insurance in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, caused through their neglect.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing.
6. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.
7. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
8. In conjunction with a general increase in the rents in the Dudley Project, the License Fee shall be subject to change upon thirty (30) days written notice to the Licensee.
9. Any monthly installment of the License Fee, which has not been paid by the Licensee within thirty (30) calendar days of the due date shall be subject to an interest charge of 1.5% per month on the outstanding balance.
10. The Licensee shall specifically request from the Licensors at least twenty-four hours in advance such services that may be required to open the License Area past normal business hours and Licensee agrees in such event to pay to the Licensors a reasonable fee to cover such services.
11. Licensee may terminate this tenancy upon fifteen (15) days prior written notice in the event that funds are not appropriated by the State Legislature to pay for the tenancy. The Licensee shall provide the Licensors with written notice of insufficient appropriations of funds and termination shall be effective fifteen (15) days thereafter unless a later date is specified in such notice.

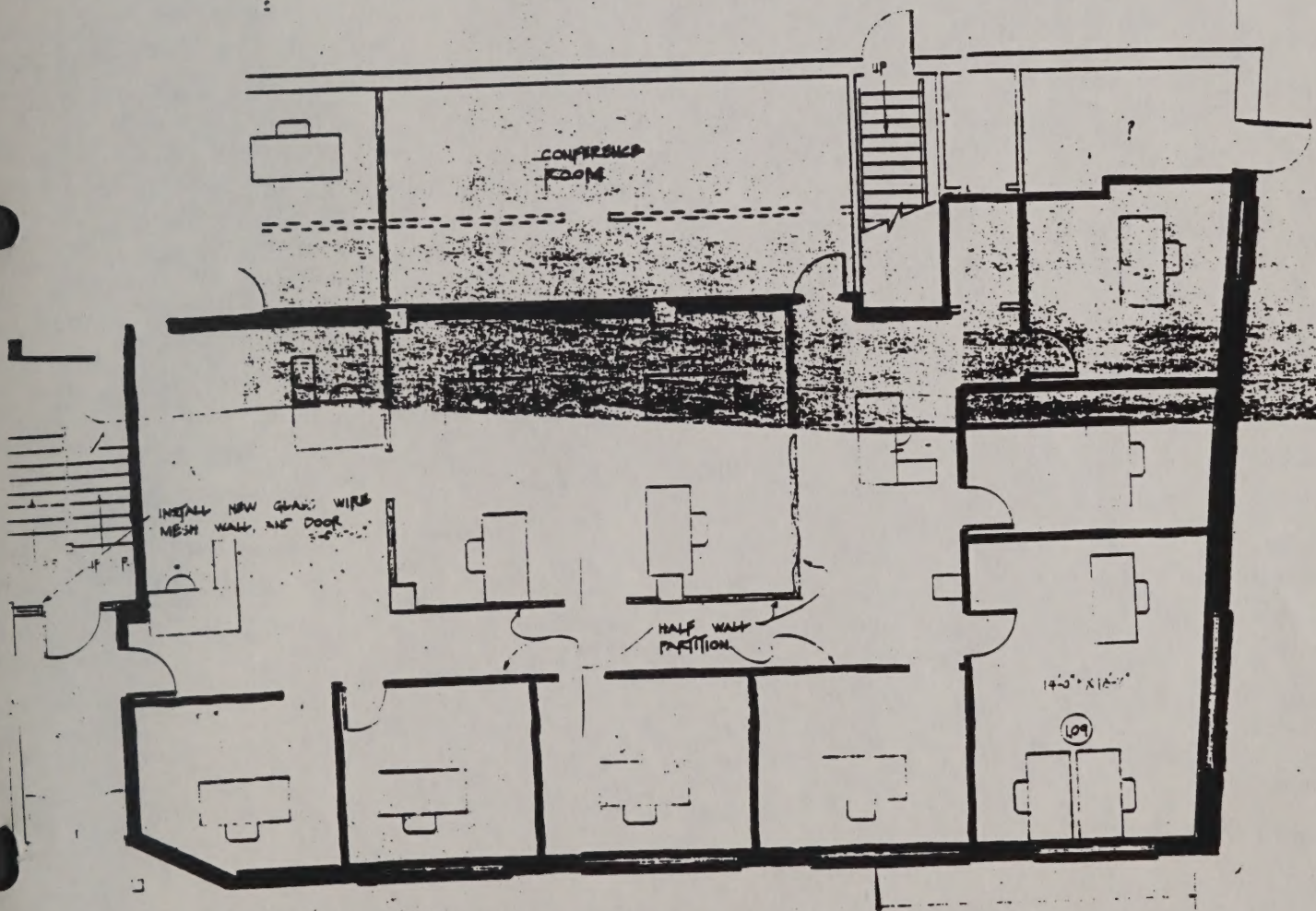
12. Licensor shall have the right to enter the premises without notice upon the occasion of any emergency endangering life or property.
13. The Licensee understands that no parking facilities are provided under this License Agreement.
14. The Licensee is responsible for all fire insurance and liability.
15. The Licensor agrees to provide the following services:
 - a. On an annual basis, the following will be performed: shampooing of carpeting, painting and cleaning of painted surfaces as required, inspection and bringing up to code any fire extinguishers or similar related devices.
 - b. On a monthly basis, the extermination of the building.
 - c. On a weekly basis, the following will be performed: the vacuum and sweeping of carpeted floors and rugs, and the cleaning of all common bathrooms.
 - d. On a daily basis, the following will be performed: removal of waste receptacles only, and removal of waste paper and waste paper materials.
 - e. On an as needed basis: window washing, sweeping and vacuuming of rugs and carpeted floors, providing paper products in restrooms, and removal of snow and ice from all entrances and sidewalk.
16. The Licensor will provide the following: continuous hot and cold water for use on the License Area, air conditioning, heating and ventilation.

EXHIBIT A

NOTES.



EXISTING PARTITION TO REMAIN.
EXISTING PARTITION TO BE REMOVED.
INSTALL NEW PARTITION.



37-62- DIAGRAM SHOWS SECTION OF FIRST FLOOR AT 2406 WASHINGTON STREET, ROXBURY
OFFICE SPACE (1512 SQUARE FEET) TO BE OCCUPIED BY DES IS OUTLINED

FLOOR

EIGHT 3-2

MEMORANDUM

NOVEMBER 7, 1985

Handwritten: J. H. H.

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICARDO A. MILLETT, ASSISTANT DIRECTOR
OF COMMUNITY PLANNING & DEVELOPMENT
MUHAMMAD ALI-SALAAM, DUDLEY PROJECT
MANAGER, RALPH CAHILL, ASSISTANT GENERAL
COUNSEL, MICHAEL SHEA, PROJECT PLANNER

SUBJECT: DUDLEY SQUARE PROJECT, REQUEST FOR A
LICENSE AGREEMENT WITH THE DEPARTMENT
OF EMPLOYMENT SECURITY (DES) FOR NOT
MORE THAN ONE (1) YEAR LEASE AT THE BRA
DUDLEY SITE OFFICE LOCATED AT 2406 WASH-
INGTON STREET, ROXBURY

SUMMARY: Authorization is requested to enter into
a license agreement for not more than one
(1) year with the DES at 2406 Washington
Street, the BRA Site Office in the Dudley
station area of Roxbury.

The Dudley Site Office located at 2406 Wash-
ington Street is a BRA owned building presently under reno-
vation in the Dudley Square area. Total renovations are
expected to be completed by Mid-November.

The DES is requesting a license be granted to
them to lease space on the first floor at 2406 Washington
Street for no more than one (1) year. The leased space will
consist of approximately 1511 square feet (see exhibit A) at
\$10.00 per square foot, per year. Said lease will commence
upon completion of renovations.

As part of the overall Dudley initiative and
as a means of providing job training and employment, the DES
would be an important addition to the Dudley Square community.
Presently, at 2406 Washington Street, we turn away approximately
twelve (12) community residents seeking employment or job train-
ing daily. By allowing the DES to lease space at 2406 Washing-
ton Street the Authority would be initiating a part of the
overall Dudley Initiative by being able to refer community re-
sidents to DES for job training and employment.

We therefore recommend that the Authority grant a license for not more than one (1) year to the DES to occupy the space indicated in (exhibit A) at 2406 Washington Street in Roxbury.

An appropriate vote follows:

Voted: That the Director be and is hereby authorized to execute and deliver a License Agreement to the DES, for temporary use of the Authority owned premises located at 2406 Washington Street for no more than a one (1) year period; and said license is to be for the consideration of \$10.00 per square foot per year.